

AUG 15 2006

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REMARKS

Claims 1-27 are pending in the present application, with claims 1-16 having been withdrawn from consideration as being drawn to a non-elected invention. It is respectfully submitted that no new matter has been presented and no new issues have been raised by the present response.

Applicant acknowledges the withdrawal of the previous rejection of claims 17-27 under 35 U.S.C. § 101.

Rejection Under 35 U.S.C. § 103(a)

The present Office Action restates the rejection of the previous Office Action mailed June 10, 2005, rejecting claims 17-27 under 35 U.S.C. § 103(a) as being allegedly unpatentable over *Barrons*, "Dictionary of Finance and Investment Terms," pp. 44-45, 332-333 (1998) (hereinafter "Dictionary").

The Office Action of June 10, 2005 stated that the Dictionary teaches a line of credit and a loan (see Office Action of June 10, 2005, p. 3, lns. 20-25). The Office Action noted that the Dictionary "fails to expressly teach of determining and requesting a single payment for the loan and line of credit" (see *id.*). The Office Action, however, subsequently stated that "[i]t would have been obvious for

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one skilled in the art at the time to have consolidated the payments of the two loan products into a single monthly payment" (see id.).

As understood by Applicant, the Dictionary discloses that a bank line, or line of credit, is a moral commitment to make loans to a particular borrower up to a specified maximum during a specified period, and is commonly associated with compensating balances being kept on deposit (see Dictionary, p. 45). Additionally, as understood by Applicant, the Dictionary discloses that a loan is a transaction wherein a lender allows a borrower to use property owned by the lender, customarily associated with a promise to return the property after a specified period of time along with payment for use (see id., p. 332).

Accordingly, it is respectfully submitted that the Dictionary merely describes what a loan is and what a line of credit is. The Dictionary does not disclose each of the elements of the claims of the present application, including determining loan payment information and line of credit payment information, and then determining a single payment from the loan payment information and the line of credit payment information.

Furthermore, Applicant respectfully submits that the Dictionary is not believed to teach or suggest a computer-

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implemented method for requesting a single payment for an account, comprising issuing a loan, determining loan payment information for the loan according to a loan payment term and an interest rate, issuing a line of credit, determining line of credit payment information for the line of credit according to an outstanding balance and an interest rate, storing the loan payment information and the line of credit payment information associated with the account, determining the single payment from the loan payment information and the line of credit payment information, and requesting the single payment due on the account, as recited in independent claim 17.

Therefore, it is respectfully submitted that the present application is not rendered obvious by the disclosure of the Dictionary. Accordingly, it is respectfully submitted that independent claim 17, and claims 18-27 depending therefrom, are patentable over the Dictionary.

Withdrawal of the rejection under 35 U.S.C. § 103(a) is respectfully requested.

#### Official Notice

The present Office Action states that in the previous Office Action mailed June 10, 2005, "... the examiner took

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Official Notice that it is well known in the art to consolidate loans into a single payment" (see present Office Action, p. 2, lns. 11-14). Applicants traversed the rejection of claims 17-27 in the response mailed September 12, 2005. Accordingly, it is respectfully submitted that Applicant intended for the Official Notice to be considered as seasonably challenged. Applicant regrets any confusion with respect to the challenge of Official Notice, and hereby reaffirms the challenge to the Official Notice taken by the Examiner.

Applicant respectfully requests that the Examiner provide an explicit basis on which the Examiner regards this matter as subject to Official Notice, so that Applicant may allowed challenge the assertion. See M.P.E.P. 2144.03. Specifically, Applicant respectfully requests specific factual findings for supporting the Examiner's statements regarding "consolidat[ing] loans into a single payment" within the relevant art of loan and line of credit provision.

Additionally, Applicant submits that independent claim 17, and the claims depending therefrom, are not directed to "consolidating loans," as stated in the present Office Action. Instead, the claims of the present application

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relate to requesting a single payment due on an account, as recited in independent claim 17.

This communication is believed to be fully responsive to the Office Action and every effort has been made to place the application in condition for allowance. The claims are believed to be patentable over the Dictionary and a favorable Office Action is hereby earnestly solicited.

If a telephone interview would be of assistance in advancing prosecution of the subject application, the Examiner is respectfully invited to contact the undersigned at the number provided below.

If any additional fee is due in connection with the present response, the Commissioner for Patents is hereby authorized to charge the requisite fee to our deposit account number 02-0393.

Respectfully submitted,

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